

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
AT NASHVILLE, TENNESSEE

MPESA COMPANY, )  
Plaintiff, ) CASE NO. \_\_\_\_\_  
v. )  
ADCOR INDUSTRIES, INC., ) JUDGE \_\_\_\_\_  
Defendant. ) MAG. JUDGE \_\_\_\_\_

## VERIFIED COMPLAINT

COMES NOW the Plaintiff, MPESA Company (“MPESA” or “Plaintiff”), by and through the undersigned, pursuant to Fed. Rs. Civ. P. 7 & 8, and states as follows in support of the above-styled action:

## **PARTIES, JURISDICTION AND VENUE**

1. MPESA Company is a Tennessee partnership having an address of 19 Wynstone, P.O. Box 150291, Nashville, Davidson County, Tennessee, 37215 of which John Buckner is a general partner.

2. Upon information and belief, Defendant Adcor Industries, Inc. ("Adcor") is a Maryland corporation; has a substantial connection to the parties' activities within Alabama and Tennessee; can be properly served via its registered agent, Dimitros Stavrakis, at 910 Grundy Street, Baltimore, Maryland 21224; and maintains business operations at 910 Grundy Street, Baltimore, Maryland, 21224 and/or 234 South Haven Street, Baltimore, Maryland 21224.

3. The value of the dispute herein exceeds \$75,000.00 (seventy-five thousand dollars and zero cents), exclusive of interest and costs.

5. This Court has subject matter jurisdiction over all causes described in this action, pursuant to 28 U.S.C. § 1332(a); venue in this Court is proper, pursuant to 28 U.S.C. §§ 123(1) and 1391(a); and this Court possesses general and specific personal jurisdiction over all parties in this action.

## FACTS

6. On or about March 10, 2011, Manroy USA, LLC, an Alabama limited liability company (“Manroy”), acquired the assets of Sabre Defence Holdings, LLC, a Tennessee limited liability company, and Sabre Defence Industries, LLC, a Tennessee limited liability company, pursuant to a sale under 11 U.S.C. § 363, as evidenced by that certain Amended Order and Notice Approving the Sale of Sabre’s Assets Free and Clear of all Liens, Claims, Encumbrances and Interests and Granting Certain Related Relief, D.E. No. 128, In Re: Sabre Defence Industries, Inc., U.S.Bankr.C., M.D. Tenn., No. 3:11-01431.

7. Manroy continued to do business in Tennessee and North Carolina, and entered into one or more contracts or purchase orders with Adcor whereby Adcor purchased and Manroy delivered or performed certain goods and/or services totaling approximately \$359,848.00, which amount was reduced via compromise, settlement and/or payment to \$153,543.55, which amount was further reduced via compromise, settlement and/or payment, to \$98,953.55 exclusive of Manroy’s costs expenses, any interest thereon and attorney’s fees (the “Adcor Obligations”), as evidenced by those certain account receivable documents attached hereto as Exhibit A.

8. Mr. Buckner was the primary equity owner of Manroy on March 10, 2011.

9. Prior to March 14, 2014, Mr. Buckner had acquired 100% equity interest in Manroy.

10. On March 14, 2014, Mr. Buckner sold his interests in Manroy to Sabre Defence Industries, Inc. (a Texas Corporation) by Share Purchase Agreement.

11. Pursuant to the Share Purchase Agreement, Buckner was assigned all right, title and

interest in the accounts receivables (Adcor Obligations) owed by Defendant, Adcor to Manroy and listed in **Exhibit A**

12. Mr. Buckner, assigned his interest said accounts to Plaintiff, MPESA of which he remains a general partner.

13. The Adcor Obligations have been due and owing, since October 2013.

14. On February 9, 2015, Buckner made formal demand upon Adcor for payment of \$96,953.00. A copy of this demand letter is attached hereto as **Exhibit B**.

15. Subsequently, Buckner/Plaintiff, MPESA has confirmed these amount with Adcor and provide requested invoices and back up information. Adcor has not contested the amounts owed.

16. In spite of such demands, Defendant Adcor has failed or refused to tender payment.

### **CAUSES OF ACTION**

#### **COUNT I BREACH OF CONTRACT**

12. Paragraphs 1-11, *supra.*, are reincorporated as if fully stated herein.

13. The purchase orders, specifications, delivery of goods and services from Manroy to Adcor as well as partial payments therefor constitute a valid and enforceable contract or set of contracts between Adcor and Manroy; no defenses to formation or validity of this contractual relationship exist; and Adcor is in default for non-payment of the Adcor Obligations.

14. Adcor materially breached the contractual duties it owed Manroy and/or Manroy's successor/assignee, Mr. Buckner, when Adcor failed to make payments due and owing to Manroy and/or Manroy's successor/assignee.

15. As a proximate and actual result of Adcor's breach(es) of contract, Mr. Buckner suffered damages consisting of \$96,953.00, plus pre-judgment interest accruing thereon

commencing in October 2013. In addition, Adcor is obligated to pay Plaintiff's costs of enforcement, court costs, and collection costs including but not limited to Plaintiff's existing and future reasonable attorneys' fees.

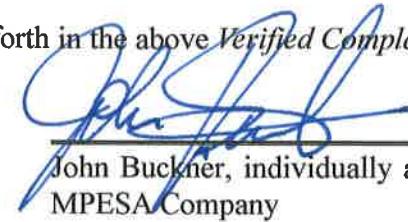
**PRAYER FOR RELIEF**

**WHEREFORE**, premises considered, MPESA Company respectfully prays, as follows:

- A. That MPESA Company be awarded all contractual damages, including but not limited to the amounts set forth above, to which it is entitled;
- B. That MPESA Company be awarded all costs of collection, reasonable attorneys' fees, legal expenses, court costs and other costs incurred in the above-styled action
- C. That Adcor be ordered to pay all court costs;
- D. That Adcor be ordered to pay all of MPESA Company's discretionary costs;
- E. That Adcor be ordered to pay all of MPESA Company's other recoverable costs and expenses;
- F. That MPESA Company be awarded pre- and post-judgment interest in the maximum permissible rate on any and all contractual or compensatory damages, collection costs, attorneys' fees, legal expenses, court costs, discretionary costs, and other recoverable costs and expenses awarded to him;
- G. That MPESA Company be awarded any and all other relief to which he is entitled whether in law or in Equity.

## VERIFICATION

I hereby verify that the facts set forth in the above *Verified Complaint* are true to the best of my information and belief.

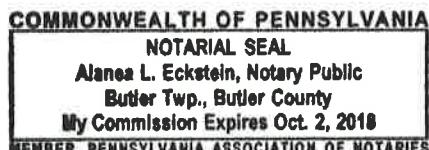


John Buckner, individually and as general partner of MPESA Company

STATE OF PA )  
COUNTY OF Butler )

Personally appeared before me, Alanea L. Eckstein, a Notary Public in and for the aforesaid State and County, John Buckner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn according to law, did make oath and affirm that he has read the foregoing *Verified Complaint*, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.

Sworn to and subscribed before me, this 10 day of July, 2015.



NOTARY PUBLIC

My Commission Expires:

Oct 2, 2018

Respectfully submitted,

**ERNEST B. WILLIAMS IV, PLLC**



**ERNEST B. WILLIAMS, IV, BPR # 12301**

**MICHAEL B. SCHWEGLER, BPR #22563**

P.O. Box 159264

Nashville, Tennessee 37215

Telephone: (615) 372-0993

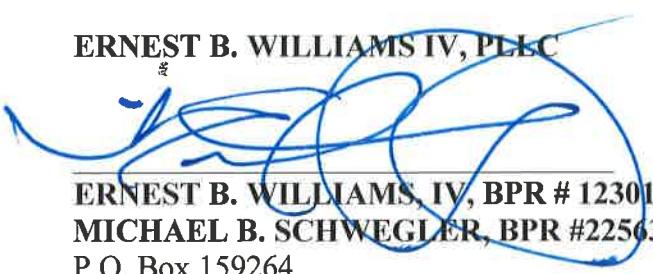
Facsimile: 615) 371-1572

Email: [erniewilliams@ewivlaw.com](mailto:erniewilliams@ewivlaw.com)

[mikeschwegler@ewivlaw.com](mailto:mikeschwegler@ewivlaw.com)

Respectfully submitted,

**ERNEST B. WILLIAMS IV, PLLC**

  
**ERNEST B. WILLIAMS, IV, BPR # 12301**  
**MICHAEL B. SCHWEGLER, BPR #22563**  
P.O. Box 159264  
Nashville, Tennessee 37215  
Telephone: (615) 372-0993  
Facsimile: 615) 371-1572  
Email: erniewilliams@ewivlaw.com  
mikeschwegler@ewivlaw.com

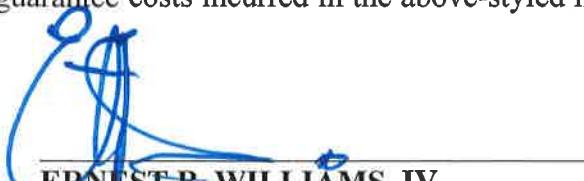
**Attorneys for MPESA Company**

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EB

**COST BOND**

The undersigned hereby agree to guarantee costs incurred in the above-styled matter, up to and including \$500.00.



ERNEST B. WILLIAMS, IV  
MICHAEL B. SCHWEGLER

4:40 PM  
05/05/14

Manroy USA, LLC  
Customer Balance Detail  
All Transactions

Type	Date	Num	Account	Amount	Balance
Adams Arms					
Invoice	5/12/2011	10-173	Accounts Receivable	7,500.00	7,500.00
Payment	9/17/2012	6704	Accounts Receivable	-6,000.00	1,500.00
Invoice	2/13/2013	70268	Accounts Receivable	0.00	1,500.00
Credit Memo	2/20/2013	70269	Accounts Receivable	-1,500.00	0.00
Invoice	3/27/2013	70295	Accounts Receivable	14,730.00	14,730.00
Invoice	4/5/2013	70298	Accounts Receivable	14,910.00	29,640.00
Invoice	4/25/2013	70312	Accounts Receivable	14,970.00	44,610.00
Payment	5/1/2013	10089	Accounts Receivable	-4,730.00	39,880.00
Invoice	5/16/2013	70322	Accounts Receivable	11,880.00	51,760.00
Invoice	5/16/2013	70323	Accounts Receivable	5,820.00	57,580.00
Invoice	5/21/2013	70329	Accounts Receivable	8,910.00	66,490.00
Invoice	5/21/2013	70330	Accounts Receivable	3,000.00	69,490.00
Payment	5/31/2013	10454	Accounts Receivable	-10,000.00	59,490.00
Payment	6/4/2013	10505	Accounts Receivable	-29,880.00	29,610.00
Invoice	6/14/2013	70342	Accounts Receivable	14,940.00	44,550.00
Payment	6/20/2013	10658	Accounts Receivable	-17,700.00	26,850.00
Invoice	6/26/2013	70352	Accounts Receivable	15,000.00	41,850.00
Payment	6/26/2013	10710	Accounts Receivable	-11,910.00	29,940.00
Invoice	7/11/2013	70361	Accounts Receivable	15,000.00	44,940.00
Invoice	7/11/2013	70362	Accounts Receivable	2,970.00	47,910.00
Payment	7/16/2013	11017	Accounts Receivable	-14,940.00	32,970.00
Invoice	7/23/2013	70366	Accounts Receivable	11,970.00	44,940.00
Invoice	7/31/2013	70374	Accounts Receivable	15,030.00	59,970.00
Payment	7/31/2013	11155	Accounts Receivable	-15,000.00	44,970.00
Invoice	8/8/2013	70377	Accounts Receivable	15,000.00	59,970.00
Payment	8/15/2013	11300	Accounts Receivable	-15,000.00	44,970.00
Payment	8/19/2013	11354	Accounts Receivable	-2,970.00	42,000.00
Payment	8/27/2013	11464	Accounts Receivable	-11,970.00	30,030.00
Invoice	8/28/2013	70385	Accounts Receivable	14,940.00	44,970.00
Payment	8/30/2013	11556	Accounts Receivable	-15,030.00	29,940.00
Discount	9/1/2013		Accounts Receivable	-10,000.00	19,940.00
Payment	9/1/2013		Accounts Receivable	0.00	19,940.00
Payment	9/24/2013	11738	Accounts Receivable	-15,000.00	4,940.00
Payment	10/16/2013	12024	Accounts Receivable	-4,940.00	0.00
Total Adams Arms				0.00	0.00
Adcor Industries, Inc.					
Invoice	3/7/2013	70282	Accounts Receivable	14,100.00	14,100.00
Invoice	4/18/2013	70303	Accounts Receivable	21,060.00	35,160.00
Payment	4/22/2013	36048	Accounts Receivable	-14,100.00	21,060.00
Invoice	5/8/2013	70317	Accounts Receivable	22,410.00	43,470.00
Invoice	5/14/2013	70320	Accounts Receivable	11,880.00	55,350.00
Invoice	5/23/2013	70331	Accounts Receivable	4,860.00	60,210.00
Invoice	5/23/2013	70335	Accounts Receivable	405.00	60,615.00
Invoice	5/28/2013	70333	Accounts Receivable	6,075.00	66,690.00
Credit Memo	5/29/2013	70334	Accounts Receivable	-13,095.00	53,595.00
Invoice	5/29/2013	70336	Accounts Receivable	13,305.91	66,900.91
Invoice	5/30/2013	70337	Accounts Receivable	23,895.00	90,795.91
Invoice	6/11/2013	70341	Accounts Receivable	12,015.00	102,810.91
Payment	6/18/2013	036304	Accounts Receivable	-21,060.00	81,750.91
Invoice	6/18/2013	70344	Accounts Receivable	4,157.64	85,908.55
Invoice	6/18/2013	70345	Accounts Receivable	25,650.00	111,558.55
Invoice	6/18/2013	70346	Accounts Receivable	6,615.00	118,173.55
Credit Memo	6/20/2013	70347	Accounts Receivable	-14,310.00	103,863.55
Invoice	6/25/2013	70349	Accounts Receivable	14,175.00	118,038.55
Invoice	6/25/2013	70350	Accounts Receivable	1,350.00	119,388.55
Payment	6/27/2013	36330	Accounts Receivable	-45,630.00	73,758.55
Invoice	6/27/2013	70354	Accounts Receivable	13,635.00	87,393.55
Invoice	6/27/2013	70355	Accounts Receivable	12,825.00	100,218.55
Invoice	7/10/2013	70358	Accounts Receivable	26,190.00	126,408.55
Invoice	7/10/2013	70359	Accounts Receivable	270.00	126,678.55
Invoice	7/10/2013	70360	Accounts Receivable	26,865.00	153,543.55
Credit Memo	1/31/2014	AP01..	Accounts Receivable	-54,590.00	98,953.55
Total Adcor Industries, Inc.				98,953.55	98,953.55

# ERNEST B. WILLIAMS IV, PLLC

February 9, 2015

Ernie Williams  
P.O. Box 159264  
Nashville, TN 37215  
Phone: 615-372-0993  
Facsimile: 615-371-1572  
Email: erniewilliams@ewivlaw.com  
Website: www.ewivlaw.com

EXHIBIT

B

**VIA U.S. MAIL AND**  
**CERTIFIED MAIL,**  
**RETURN RECEIPT REQUESTED**  
**VIA EMAIL**

Adcor Industries, Inc  
910 GRUNDY STREET  
BALTIMORE, MD 21224

Adcor Industries, Inc.  
234 South Haven Street  
Baltimore, Maryland 21224 USA

**RE: ACCOUNT BALANCE DUE MANROY DEFENSE SYSTEMS D/B/A**  
**MANROY USA, LLC (MATERIAL/PRODUCTION) AS ASSIGNED TO JOHN**  
**BUCKNER**

Dear Sir or Madam;

Your attention is called to the above-referenced account(s).

This Firm represents John Buckner ("Buckner" or "Plaintiff"), former owner Manroy Defense Systems, d/b/a Manroy USA, LLC ("Manroy") and assignee through acquisition/merger of the Material/Production account(s) between Adcor and Manroy whereby Adcor purchased certain goods and/or services from Manroy totaling approximately \$96,953.00 exclusive of Manroy's costs expenses, any interest thereon and attorney's fees. This amount has been due and payable since October/November 2013. The original amount was reduced by way of compromise and settlement to \$153,543.55 of which Adcor had agreed to pay \$15,000.00 per month. On October 31, 2013 another credit memo was given (for fabrication of "rails") and the amount was further reduced to the number appearing above.

The purpose of this letter is to inform you that your payment of these sums is seriously delinquent and your obligations are, by this letter, declared in default. By this letter, Plaintiff (Buckner) informs you that all amounts respecting these past due balances are immediately due and payable.

As our records show that you failed or refused to perform with respect to various offers to pay a lesser sum, all such offers of compromise and settlement are hereby withdrawn. Unless this entire sum is paid in full within 30 days of the date of this letter, our client has

*Business Law with "Business Sense"*

Adcor Industries, Inc.

February 9, 2015

Page 2 of 2

asked us immediately to file a lawsuit to collect this entire amount along with such costs, fees and expenses are allowed by the court and applicable law including interest, costs of collection and attorneys' fees.

Your payment in the amount of \$96,953.00 should be directed to this firm at:

Ernest B. Williams IV, PLLC  
P.O. Box 159264  
Nashville, TN 37215  
Attn: Cecilia Hensley  
615 372-0993  
ceciliahensley@ewivlaw.com

You may direct any questions you may have directly to me at the above referenced direct dial number and email address.

**YOUR PROMPT ATTENTION TO THIS MATTER IS APPRECIATED. SHOULD THIS ENTIRE AMOUNT NOT BE ACTUALLY RECEIVED BY THIS FIRM IN GOOD FUNDS BY MARCH 11, 2015 (OR OTHER SATISFACTORY ARRANGEMENTS MADE WE WILL IMMEDIATELY PROCEED TO FILE SUIT A JUDGMENT AGAINST YOU MAY RESULT IN YOUR ASSETS BEING ATTACHED.**

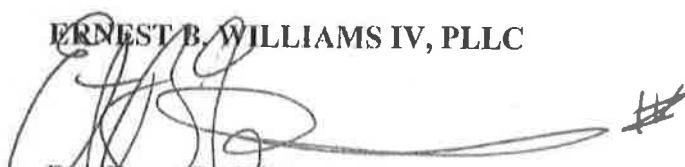
While this is a commercial matter and the Federal Fair Debt Collection Practices Act does not apply, please note this law firm, according to the definitions in the Fair Debt Collection Practices Act, is a "debt collector".

**THIS CONTACT FROM US IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

The favor of your prompt response is greatly appreciated. You may contact the undersigned or Cecilia Hensley at: 615-372-0993.

Sincerely,

ERNEST B. WILLIAMS IV, PLLC



By: Ernest B. Williams IV

EBW/ch

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Postage	\$	Postmark Here
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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.48	

*7012 0470 0000 8221 2833*

*Sent To Adcor Industries  
234 South Haven St  
Baltimore, Maryland*

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™  
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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.48	

*7012 0470 0000 8221 2840*

*Sent To Adcor Industries Inc  
910 Grundy St  
Baltimore, Maryland*

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Adcor Industries, Inc  
234 South Haven St  
Baltimore, Maryland  
21224

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** John Pearson

 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number**

(Transfer from service label)

7012 0470 0000 8221 2833

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Ernest B. Williams IV, PLLC  
P.O. Box 159264  
Nashville, TN 37215

Adcor Industries, Inc

⑧ 234 South Haven St